

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS  
SUBRECIPIENT AGREEMENT  
with  
XXXXXXXXXX  
For The XXXXXXXXXXXXX**

**THIS SUBRECIPIENT AGREEMENT** is made and entered into effective the **XX** day of **XX, 201X**, by and between SACRAMENTO AREA COUNCIL OF GOVERNMENTS, a California joint powers agency (“SACOG”) and the **XXXXXXXXXXXXXXXXXX** (“Subrecipient”).

**RECITALS**

**WHEREAS**, SACOG has been awarded [*insert description of grant or funding*] administered through the California Department of Transportation (“Caltrans”), to implement and support XXXXXXXXXX; and

**WHEREAS**, SACOG has awarded Subrecipient with funding, on a reimbursable basis, for [*insert description of Subrecipient’s Project*] (“Project”); and

**WHEREAS**, Subrecipient must provide a minimum of a \_\_\_% match or a minimum of \$\_\_\_ utilizing eligible non-Federal funds; and

**WHEREAS**, Subrecipient is eligible to apply for and receive Federal and State financial assistance as a public body corporate and politic of the State of California; and

**WHEREAS**, the Sub-recipient is a Sub-recipient of State and Federal planning funds programmed in SACOG’s annual Overall Work Program (OWP), administered by and through SACOG. The SACOG annual OWP is part of an agreement with the State of California Department of Transportation (State or Caltrans), which includes the Overall Work Program Agreement (OWPA) and Master Fund Transfer Agreement (MFTA). Together, the OWP, the OWPA and MFTA set forth the terms and conditions under which these funds are to be expended by SACOG and its Sub-recipients; and

**WHEREAS**, SACOG and the Sub-recipient intend to coordinate development of the annual SACOG OWP, with final OWP approval by SACOG; and

**WHEREAS**, SACOG and the Sub-recipient intend to cooperate to ensure the timely development, adoption and implementation of integrated comprehensive regional plans and policies, as set forth by Federal and State requirements; and

**WHEREAS**, SACOG and the Sub-recipient intend to cooperate to ensure continual satisfactory compliance with applicable Federal and State laws and planning and management guidelines; and

**WHEREAS**, SACOG and Sub-recipient intend to ensure their respective cost accounting systems meet Federal and State regional planning fund requirements; and

WHEREAS, SACOG and the Sub-recipient intend to improve accountability of persons carrying out the duties prescribed in this Agreement, and reduce delays associated with the billing process.

**WHEREAS**, the parties wish to enter into this Subrecipient Agreement (“Agreement”) to document the terms and conditions of SACOG’s funding of the Project.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. Scope of Work: Subrecipient will fully perform all work necessary to complete the Project as identified in **Exhibit “A”** (Scope of Work) which includes the tasks to be performed by Subrecipient as well as Project deliverables, timeline and budget. Attached hereto as **Exhibit “C”** and incorporated herein is Subrecipient’s Grant Application. Any proposed amendment to Exhibit “A” must be agreed to in advance by the parties pursuant to a written amendment in accordance with Section 12 and is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction.

a. Scope of Responsibilities.

- 1) SACOG shall engage the Subrecipient and the Subrecipient shall be responsible for the complete performance of the work described in Exhibit A, including the grant-funded and any in-kind match work, in accordance with the budget constraints described in Exhibit A as reflected in the adopted SACOG Overall Work Program.
- 2) Subrecipient subcontracts for work identified in Exhibit A are required to be competitively procured consistent with any applicable rules and guidelines, including the Caltrans Local Assistance Program Manual. Subrecipient must also include the SACOG Project Manager in selection processes for work identified in Exhibit A.
- 3) The Subrecipient Project Manager shall coordinate all work described in the Exhibit A with the SACOG Project Managers identified under each work element listed in Exhibit A. SACOG shall not be obligated to make payments to the Subrecipient until the Subrecipient Project Manager has carried out the applicable responsibilities described in this Agreement.

b. Personnel. The Subrecipient shall hire personnel to perform the work described in Exhibit A, only in the following manner:

- 1) Subrecipient Personnel. The Subrecipient, upon approval and authorization of its governing body, shall utilize employees with salaries that do not vary on the basis of funds received from SACOG.

c. Materials to be Furnished to the Subrecipient.

- 1) SACOG shall, if applicable, provide the Subrecipient with a right to use (without charge by SACOG) information, data, reports, records and

maps which are in possession of or readily available to SACOG, for the purposes of carrying out work under this Agreement. However, SACOG's proprietary information or otherwise confidential or privileged materials shall not be provided to the Subrecipient, unless authorized by SACOG's legal counsel, except as provided under the Public Records Act and other state and federal laws.

- 2) At the option of SACOG and if allowable under Federal and State grant requirements, SACOG may, if applicable to project scope of work, procure equipment, software, or other materials for use by the Sub-recipient, only for purposes of carrying out work described under this Agreement. The Subrecipient agrees to comply with all license agreements for software or other materials procured by SACOG for use by the Subrecipient.
- 3) If applicable, all equipment, software, or other materials provided to the Subrecipient under this Agreement shall remain the property of SACOG and shall be returned to SACOG upon project completion.

2. Time of Performance:

- a. Subrecipient will commence work upon the effective date of this Agreement and will complete work as expeditiously as is consistent with generally accepted standards of professional skill and care and the orderly progress of work.

Subrecipient will provide written progress reports to SACOG at least quarterly (March, June, September and December) in format as shown in Exhibit D.

Subrecipient agrees to follow, and to require its contractors to follow, the timeline identified in Exhibit A. If a substantive change to the identified timeline is desired, Subrecipient's Project Manager will provide an immediate written request for approval to the SACOG Project Manager, including the reasons for the requested change. Approval by the SACOG Project Manager will not be unreasonably withheld.

- b. All work will be completed and this Agreement will expire on \_\_\_\_\_, unless otherwise terminated as provided for in this Agreement or extended by written agreement between the parties, which written agreement is subject to approval by the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction.
- c. The services provided pursuant to this Agreement shall begin upon issuance of a Notice to Proceed by SACOG to the Sub-recipient and shall continue until completion, but not later than June 30 of each year.

3. Compliance with Laws: Subrecipient will comply with all applicable Federal, State, and local laws, codes, ordinances, regulations, orders, circulars, and directives, including, without limitation, all Federal regulatory requirements associated with the funding provided to Subrecipient hereunder. These regulations, orders, circulars, and directives include, without limitation, the following: 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*; and 2 CFR, Chapters 1 and 2, Parts 200,

215, 220, 225, and 230, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Further, Subrecipient will require the appropriate debarment certification form from all Subrecipient contractors and Subrecipient certifies that it will not knowingly enter into any transaction with a contractor, subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State agency.

4. Funding Amount: The amount to be paid to Subrecipient under this Agreement will not exceed **(dollar amount written out)** (\$\_\_\_\_\_), unless agreed to in advance by the parties pursuant to a written amendment. In no instance will SACOG be liable for any payments or costs for work in excess of this amount, nor for any unauthorized or ineligible costs.

5. Local Match: Subrecipient will provide a match of eligible, non-Federal funds of at least \_\_\_\_% of the total Project cost. Subrecipient pledges Local Match Funds \_\_\_\_ **Dollars** (\$\_\_\_\_\_) in local match funds and certifies that these funds are available to complete the Project. Subrecipient is responsible for ascertaining that all local match funds are considered eligible pursuant to Federal law and regulations.

a. Non-Federal Match. The Sub-recipient shall provide the required Cash and/or In-Kind match in accordance with Exhibit C (Grant/Funding Application). Local Match Reports may be provided to SACOG by the Sub-recipient and/or local public agency(ies) within the Sub-recipient. However, it remains the responsibility of the Sub-recipient to ensure SACOG receives the Cash and/or In-Kind Match Reports and documentation in accordance with the requirements below and the requirements described herein.

1) Cash Match Reports shall be submitted with invoices approved by the Subrecipient Executive Director or his/her designee. Cash Match Reports shall include the name of the Subrecipient, the applicable OWP Work Element, the amount of the match and the non-federal source of the matching funds and a statement that the source of funds are non-federal accompanied by an authorized signature of the Sub-recipient providing the match.

2) In-Kind Match Reports shall be submitted with invoices approved by the Subrecipient Executive Director or his/her designee. In-Kind Match Reports shall include the following information: the name of the Sub-recipient and/or local public agency within Sub-recipient, applicable OWP number, description of services performed, period of the service performed, employee name, copies of timecards, actual pay rate, total hours worked, fringe benefit rate, indirect cost rate (if the rate is approved as part of an indirect cost plan submitted in accordance with Section 7 above), total cost incurred, and a statement that costs were funded with non-federal local funds accompanied by an authorized signature of the Sub-recipient and/or local agency(ies) providing the match. The Sub-recipient shall provide additional information or documentation relative to the Match Reports, upon request of SACOG.

6. Reporting and Payment:

- a. On a quarterly basis, Subrecipient will provide SACOG with both a written report on the progress made on the Scope of Work (Exhibit "A") and an invoice for reimbursement pursuant to Subsection 6.b. below. Invoices for contractual work completed through June 30 of a fiscal year must be submitted by July 30. Subrecipient shall submit written invoices by mail in *triplicate* to SACOG. Subrecipient's written progress report shall be completed on the required Caltrans form or other agency form to be provided by SACOG as shown on Exhibit D, and shall be for the periods ending March, June, September and December.
- b. Payments to Subrecipient hereunder will be made in arrears. Subrecipient will submit a detailed and properly documented invoice on its letterhead for reimbursement not more often than quarterly, which invoice will include the following: (i) a description of the work performed, (ii) a detailed accounting of costs incurred, and (iii) evidence that Subrecipient has already incurred costs for the Project using eligible, non-Federal funds in the amount of the Local Match. Attached as Exhibit H is SACOG's matrix of required supporting documentation for subrecipient invoices.
- c. The Sub-recipient shall not be entitled to reimbursement of indirect costs unless a copy of an applicable, approved indirect cost plan has been received by SACOG prior to submittal of the first invoice from the Subrecipient.
- d. Subrecipient will be notified within ten (10) business days following receipt of its invoice by SACOG of any circumstances or data identified by SACOG in Subrecipient's invoice that would cause withholding of approval and subsequent payment. Subrecipient's invoice will include documentation of reimbursable expenses and billed items sufficient for SACOG, in its opinion, to substantiate billings. SACOG reserves the right to withhold payment of disputed amounts.
- e. SACOG will submit an invoice to the California Department of Transportation ("Caltrans") for approval and will make reimbursement payment to Subrecipient promptly following receipt of funds from Caltrans. Under no circumstances will SACOG be required to pay any amounts to Subrecipient prior to receipt of funds from Caltrans, nor will SACOG pay more than the amount reimbursed by Caltrans.
- f. Subrecipient agrees that the "Contract Cost Principles and Procedures," 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200, 23 CFR, and any other applicable State or Federal Regulations, will be used to determine the allowability of individual items of cost.
- g. Subrecipient also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."
- h. Subrecipient shall comply with, and shall require its subcontractors to comply with, the requirements for non-State employee travel and subsistence (per diem) expenses found in the California Department of Transportation ("Caltrans")

Travel Guide, Non-State Employee Travel (referencing the current California Department of Personnel Administration rules) at the following link: <http://www.dot.ca.gov/hq/asc/travel/index.htm>. Lodging rates shall not exceed rates authorized to be paid non-State employees unless written verification is supplied that such rates are not commercially available to Contractor and/or its subcontractors at the time and location required as specified in the Caltrans Travel Guide Exception Process.

- i. Subrecipient and its contractors and subcontractors shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) which segregates and accumulates reasonable, allowable, and allocable costs and matching funds for work elements by line item and produces quarterly reports which clearly identify reimbursable costs and other expenditures and shall provide support for all invoices sent to SACOG.
- j. Any costs for which payment has been made to Subrecipient that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 23 CFR, 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, or any other applicable State or Federal regulations, are subject to repayment by Subrecipient to SACOG within thirty (30) days of the Sub recipient receiving notice of final audit findings. Should Subrecipient fail to return disallowed cost to SACOG within thirty (30) days, SACOG is authorized to withhold payments due to Subrecipient from other SACOG-administered programs.
- k. Subrecipient and its contractors and subcontractors shall comply with:
  - 23 CFR; Caltrans' Local Assistance Procedures Manual (at <http://www.dot.ca.gov/hq/Local Programs/lam/lam.htm>);
  - California Public Contract Code, Sections 10300 to 10334, and 10335 to 10381; and all other applicable State and Federal statutes, regulations, and guidelines or additional restrictions, limitations, conditions, or any statute enacted by the state legislature or adopted by the California Transportation Commission that may affect the provisions, terms, or funding of this project in any manner.
- l. All costs charged to this Agreement by the Subrecipient shall be supported by properly executed payrolls showing labor (wage) rates per hour, and if applicable, copies of Internal Revenue Service W-2 or 1099 Forms, or both; time records, including timesheets or time cards signed by the employee and approved by the supervisor; and invoices and vouchers, evidencing in proper detail the nature of the charges. These costs shall comply with the cost principles cited above in this Section of the Agreement.
- m. Any subcontract in excess of \$25,000 entered into as a result of this Agreement, will contain all of the provisions of Subsections 6 (f) through 6(l) above. The Subrecipient agrees to furnish documentation to SACOG to support this requirement that its agreements with a contractor contain the required provisions.

7. Independent Contractor: The Subrecipient, and the agents and employees of the Subrecipient, in the performance of this Agreement, will act as and be independent contractors and not officers or employees or agents of SACOG. Subrecipient, its officers, employees, agents, and subcontractors, if any, will have no power to bind or commit SACOG to any decision or course of action, and will not represent to any person or business that they have such power. Subrecipient has and will retain the right to exercise full control of the supervision of the work and over the employment, direction, compensation and discharge of all persons assisting Subrecipient in the performance of work funded by this Agreement. Subrecipient will be solely responsible for all matters relating to the payment of its employees and contractors including, but not limited to, compliance with all laws, statutes, and regulations governing such matters.

8. Termination:

- a. Either party may terminate this Agreement for any reason, with or without cause, at any time, by giving the other party fifteen (15) days written notice. The notice will be deemed served and effective for all purposes on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to the other party at the address indicated in Section 17 below.
- b. If either party issues a notice of termination, SACOG will reimburse Subrecipient for work actually performed up to the effective date of the notice of termination, subject to the limitations in Section 6 and less any compensation to SACOG for damages suffered as a result of Subrecipient's failure to comply with the terms of this Agreement.
- c. Subrecipient will have the right to terminate this Agreement in the event SACOG is unable to make required payments, including, without limitation, a failure of Caltrans to appropriate funds. In such event, Subrecipient will provide SACOG with seven (7) days written notice of termination. The notice will be deemed served and effective on the date it is deposited in the U.S. mail, certified, return receipt requested, addressed to SACOG at the address indicated in Section 17. SACOG will make payment to Subrecipient through the date of termination, subject to the provisions of Section 6 above.

9. Assignment: The parties understand that SACOG entered into this Agreement based on the Project proposed by Subrecipient. Therefore, without the prior express written consent of SACOG, this Agreement is not assignable by the Subrecipient either in whole or in part.

10. Binding Agreement: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

11. Time: Time is of the essence in this Agreement and will follow the timeline set forth in the scope of work (Exhibit "A"), unless modified pursuant to Section 12.

12. Amendments: No alteration or variation of the terms of this Agreement will be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, will be binding on any of the parties hereto.

13. Contractors and Subcontractors: Subrecipient will be fully responsible for all work performed by its contractors and subcontractors.

- a. SACOG reserves the right to review and approve any contract or agreement to be funded in whole or in part using funds provided under this Agreement.
- b. Any contract or subcontract to be funded in whole or in part using funds provided under this Agreement will require the contractor and its subcontractors, if any, to:
  - (1) Comply with applicable State and Federal law requirements that pertain to, among other things, labor standards, Non-Discrimination, the Americans with Disabilities Act, Equal Employment Opportunity, the Drug-Free Workplace Act, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000, *et seq.*, 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR, Part 200.
  - (2) Maintain at least the minimum State-required Workers' Compensation Insurance for those employees who will perform the work or any part of it.
  - (3) Maintain unemployment insurance and disability insurance as required by law, along with liability insurance in an amount that is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the Subrecipient or any subcontractor in performing work associated with this Agreement or any part of it.
  - (4) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of three (3) years from the date of termination of this Agreement, or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
  - (5) Permit SACOG and/or its representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to this Agreement for the purpose of monitoring, auditing, or otherwise examining said materials.
  - (6) Comply with all applicable requirements of Title 49, Part 26 of the Code of Federal Regulations, as set forth in Section 28.

14. Written and Electronic Versions of Work Products and Related Materials; Publishing. The Subrecipient shall provide copies of all of its deliverables created pursuant to the Scope of Work to SACOG in an electronic format. Hard copies will also be provided upon SACOG's request. Related materials, including any reports, newsletters or other written materials will also be provided in hard copy and/or electronic format, upon SACOG's request.

- 1) Any graphic images accompanying the text of these written materials shall be included, in digitized form, in the electronic version.



- 2) The electronic versions of all written materials and accompanying graphic images shall, when printed or otherwise displayed, appear in the identical format, location, quality, and state of replicating in which they appear in the hard copy versions.
- 3) Materials in the electronic version shall be presented to SACOG in a commonly used electronic format, including the native file.
- 4) SACOG shall be free to copyright material developed under this Agreement, to the extent allowable by law. The State and the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, work products funded under this Agreement for government purpose.
- 5) All deliverables published under this Agreement shall include the following statement:

"The preparation of the report was financed in part through grants from the United States Department of Transportation (DOT) and facilitated by the Metropolitan Planning Organization, the Sacramento Area Council of Governments. Additional financial assistance was provided by the California State Department of Transportation."
- 6) All deliverables produced under this Agreement which include Subrecipient logos shall also include the SACOG logo.

15. Indemnity: Subrecipient specifically agrees to indemnify, defend, and hold harmless SACOG, its directors, officers, members, agents, and employees (collectively the "Indemnitees") from and against any and all actions, claims, demands, losses, costs, expenses, including reasonable attorneys' fees and costs, damages, and liabilities (collectively "Losses") arising out of or in any way connected with the performance of this Agreement, excepting only Losses caused by the sole, active negligence or willful misconduct of an Indemnatee. Subrecipient shall pay all costs and expenses that may be incurred by SACOG in enforcing this indemnity, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration, termination, or assignment of this Agreement.

16. Audit, Retention and Inspection of Records:

- a. SACOG or its designee, including but not limited to any State or Federal agency, will have the right to review, obtain, copy, and audit all books, records, computer records, accounts, documentation and any other materials (collectively "Records") pertaining to performance of this Agreement, including any Records in the possession of any contractors or subcontractors. Such Records shall include all records of employment, employment advertisements, employment application forms, and other pertinent employment data, as well as any records pertaining to compliance with Public Contract Code Sections 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500, *et seq.* (when

applicable) and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7.

- b. Subrecipient agrees to provide SACOG or its designee, the State, the California State Auditor or any duly authorized representative of the State or Federal government (including FHWA), with any relevant information requested and will permit SACOG or its designees access to its premises, upon reasonable notice, during normal business hours, for the purpose of interviewing employees and inspecting and copying such Records for the purpose of determining compliance with any applicable Federal and State laws and regulations. Subrecipient further agrees to maintain such Records for a period of three (3) years after final payment under the Agreement or three (3) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement and any amendments, whichever is later.
- c. If so directed by SACOG upon expiration of this Agreement, the Subrecipient will cause all Records relevant to the Scope of Work to be delivered to SACOG as depository.

17. Project Managers: SACOG's Project Manager for this Agreement is XXXXX, unless SACOG otherwise informs Subrecipient. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication required by this Agreement will be mailed by first-class mail to the SACOG Project Manager at the following address:

XXXXXXXXX, Title  
Sacramento Area Council of Governments  
1415 L Street, Suite 300  
Sacramento, CA 95814  
Telephone: (916) 340-6\_\_\_\_  
Email: \_\_\_\_\_@sacog.org

Subrecipient's Project Manager for this Agreement is XXXX. No substitution of Subrecipient's Project Manager is permitted without prior written agreement by SACOG, which agreement will not be unreasonably withheld. With the exception of notice of termination sent by certified mail pursuant to Section 8 above, any notice, report, or other communication to Subrecipient required by this Agreement will be mailed by first-class mail to:

XXXXXXXXX  
Address  
Telephone: XXX  
Email: XXXXXX

18. Successors: This Agreement will be binding on the parties hereto, their assigns, successors, administrators, executors, and other representatives.

19. Waivers: No waiver of any breach of this Agreement will be held to be a waiver of any prior or subsequent breach. The failure of SACOG to enforce at any time the provisions of this Agreement or to require at any time performance by the Subrecipient of these provisions, will in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of SACOG to enforce these provisions.

20. Litigation: Subrecipient will notify SACOG immediately of any claim or action undertaken by it or against it that affects or may affect this Agreement or SACOG, and will take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of SACOG.

21. Americans with Disabilities Act (ADA) of 1990; Accessibility: By signing this Agreement, Subrecipient assures SACOG that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA including, but not limited to, those found within the Code of Federal Regulations, Title 49, parts 27, 37, and 38. Subrecipient also agrees that it will award no construction contract unless its plans and specifications for such facilities conform to the provisions of California Government Code Sections 4450 and 4454, if applicable.

22. Compliance with Non-discrimination and Equal Employment Opportunity Laws: It is SACOG's policy to comply with State and Federal laws and regulations including Title VI of the Civil Rights Act of 1964, Americans with Disabilities Act of 1990 (ADA) and other Federal discrimination laws and regulations, (including 49 CFR Part 21 through Appendix C, 23 CFR part 200, 23 CFR part 230, 49 U.S.C. 5332, 42 U.S.C. 12101, *et seq.*, and the Title VI Assurance executed by California under 23 U.S.C. 324 and 29 U.S.C. 794), as well as the Unruh Civil Rights Act of 1959, the California Fair Employment and Housing Act (Government Code Section 12990, *et seq.*), and other California State discrimination laws and regulations. SACOG does not discriminate on the basis of race, color, sex, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), sexual orientation or gender identity in conducting its business. SACOG prohibits discrimination by its employees, subrecipients, contractors and consultants.

Subrecipient hereby certifies, under penalty of perjury under the laws of California, that it complies with, and that Subrecipient will require that its contractors and subcontractors comply with, the following non-discrimination and equal opportunity laws. Any failure by Subrecipient to comply with these provisions shall constitute a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

- a. Subrecipient and its contractors and subcontractors shall comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, with U.S. D.O.T. regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act", 49 C.F.R. Part 21, and with any applicable implementing Federal directives that may be issued. Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person shall, on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- b. Subrecipient and its contractors and subcontractors shall comply with all applicable equal employment opportunity (EEO) provisions of 42 U.S.C. § 2000e, implementing Federal regulations, and any applicable implementing Federal

directives that may be issued. Subrecipient and its contractors and subcontractors shall ensure that applicants and employees are treated fairly without regard to their race, color, creed, sex, disability, age, or national origin.

- c. Subrecipient and its contractors and subcontractors will act in accordance with Title VI and will not unlawfully discriminate, harass, or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religion, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age or marital status and shall comply with Exhibit F, "Fair Employment Practices Addendum" and Exhibit G, "Non-Discrimination Assurances" attached hereto and incorporated herein by this reference. Subrecipient and its contractors and subcontractors will further ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment, including the improper denial of family and medical care leave and pregnancy disability leave. Subrecipient and its contractors and subcontractors will comply with all applicable Federal and State employment laws and regulations including, without limitation, the provisions of the California Fair Employment and Housing Act (Government Code § 12900, *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, § 7285.0, *et seq.*), as well as Title 2, California Code of Regulations, Section 8103. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §§ 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors and subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- d. Subrecipient and its subcontractors shall also comply with the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age, Section 324 of Title 23 U.S.C., prohibiting discrimination based on gender, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
- e. Subrecipient, with regard to the work performed by it during the Agreement, shall act in accordance with Title VI. Specifically, Subrecipient shall not discriminate on the basis of race, color, ancestry, national origin, religion, religious creed, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Subrecipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.
- f. Subrecipient and its contractors will include the provisions of this Section 22 in all contracts to perform work funded under this Agreement. Subrecipient shall take such action with respect to any such contract as SACOG or U.S. DOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- g. Sanctions for Noncompliance: In the event of the Subrecipient's

noncompliance with the nondiscrimination provisions of this Agreement, SACOG shall impose such contract sanctions as it or the U.S. DOT may determine to be appropriate, including, but not limited to:

- 1) Withholding of payments to the Subrecipient under this Agreement until the Subrecipient complies, and/or
- 2) Cancellation, termination or suspension of the Agreement, in whole or in part.

23. Drug-Free Certification: By signing this Agreement, Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350, *et seq.*) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The person's or the organization's policy of maintaining a drug-free workplace;
  - (3) Any available counseling, rehabilitation, and employee assistance programs; and
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee of Subrecipient who works under this Agreement will:
  - (1) Receive a copy of Subrecipient's Drug-Free Workplace Policy Statement; and
  - (2) Agree to abide by the terms of Subrecipient's Statement as a condition of employment on this Agreement.

24. Union Organizing: By signing this Agreement, Subrecipient hereby acknowledges the applicability of Government Code § 16645 through § 16649 to this Agreement, excluding § 16645.2 and § 16645.7.

- a. Subrecipient will not assist, promote, or deter union organizing by employees performing work on this Agreement if such assistance, promotion, or deterrence contains a threat of reprisal or force, or a promise of benefit.
- b. Subrecipient will not meet with employees or supervisors on SACOG or State property if the purpose of the meeting is to assist, promote, or deter union organizing, unless the property is equally available to the general public for meetings.

25. Prohibition of Expending State or Federal Funds for Lobbying:

a. Subrecipient certifies, to the best of his or her knowledge or belief, that:

- (1) No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal contract, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification is a material representation of fact upon which reliance was placed when this Agreement was entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

c. Subrecipient also agrees by signing this Agreement that he or she will require that the language of this certification be included in all lower tier contracts and subcontracts.

26. Prevailing Wage and Labor Requirements.

a. Should Subrecipient award any construction contracts utilizing Federal funds under this Agreement, Subrecipient agrees to comply with all pertinent statutes, rules and regulations promulgated by the Federal government including, but not limited to, (i) prevailing wage requirements of the Davis Bacon Act (40 U.S.C. §276a, *et seq.*) and related regulations (29 CFR Part 5); (ii) anti-kick back and payroll records requirements of the Copeland "Anti-Kickback" Act (40 U.S.C. §276c and 18 U.S.C. §874) and related regulations (29 CFR Part 3); and (iii) workweek computation and overtime requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333) and related regulations (29 CFR Part 5).

b. Should Subrecipient award any "public work" contract, as defined by California Labor Code Section 1720, utilizing State funds under this Agreement,

Subrecipient agrees to comply with all pertinent California statutes, rules, and regulations including, but not limited to, prevailing wage provisions of Labor Code Section 1771.

- c. Any contract or subcontract entered into as a result of this Agreement will contain all of the provisions of this section.

27. Disadvantaged Business Enterprise (DBE) Assurances by SACOG: SACOG has signed the following assurances, applicable to all U.S. Department of Transportation (DOT) assisted contracts: SACOG shall not discriminate on the basis of race, color, national origin, or sex in the award or performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 Code of Federal Regulations (CFR) Part 26. SACOG shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. SACOG's DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in the Agreement. Implementation of the SACOG DBE Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to SACOG of any failure to carry out its approved program, DOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801, *et seq.*)

28. Disadvantaged Business Enterprise (DBEs) Participation by Subrecipient and its Contractors: This Agreement is subject to, and Subrecipient agrees to comply with, Title 49, Part 26 of the Code of Federal Regulations (CFR) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs." DBE's and other small businesses, as defined in Title 49 CFR Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with Federal funds; however, DBE participation is not a condition of award. Subrecipient agrees to complete the SACOG DBE Information Form so that SACOG may compile statistics for Federal reporting purposes. The SACOG DBE Information Form is attached hereto as Exhibit B and incorporated herein by this reference.

- a. Non-Discrimination: Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation-assisted contracts. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as SACOG deems appropriate.
- b. Prompt Payments to DBE and Non-DBE Subcontractors: Subrecipient shall insert the following clauses in any contract funded under this Agreement:
  - (1) Contractor agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than 30 days from the receipt of each payment Contractor receives from Subrecipient. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. This clause applies to both DBE and non-DBE subcontracts.

- (2) Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of Subrecipient. Pursuant to 49 CFR Section 26.29, a subcontractor's work will be deemed satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by Subrecipient agency. If Subrecipient makes an incremental acceptance of a portion of the work hereunder, the work of a subcontractor covered by that acceptance will be deemed satisfactorily completed. This clause applies to both DBE and non-DBE subcontracts.

In the event Contractor fails to promptly return retainage as specified above, Subrecipient shall consider it a breach of this Agreement, which may result in the termination of this Agreement or other such remedy as Subrecipient agency deems appropriate including, but not limited to, administrative sanctions or penalties, including the remedies specified in Section 7108.5 of the California Business and Professions Code.

- (3) The foregoing requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment or non-payment to the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

c. Records: Subrecipient shall maintain records of all contracts and subcontracts entered into with certified DBEs and records of materials purchased from certified DBE suppliers. The records shall show the name and business address of each DBE contractor, subcontractor or vendor and the total dollar amount actually paid each DBE contractor, subcontractor or vendor. The records shall show the date of payment and the total dollar figure paid to all firms. Upon completion of the contract, a summary of these records shall be prepared and submitted to SACOG.

d. Termination of a DBE: In conformance with 49 CFR Section 26.53:

- (1) Subrecipient shall not permit its contractor to terminate a listed DBE subcontractor unless the contractor has received prior written authorization from Subrecipient's Project Manager. Subrecipient's Project Manager will authorize termination only if the Project Manager determines that the contractor has good cause to terminate the DBE subcontractor. As used in this Section, "good cause" includes those circumstances listed in 49 CFR Section 26.53(f)(3).
- (2) Prior to requesting Subrecipient's authorization to terminate and/or substitute a DBE subcontractor, the contractor shall give notice in writing to the DBE subcontractor, with a copy to Subrecipient, of its intent to request termination and/or substitution, and the reason for the request. The DBE subcontractor shall have five (5) days to respond to the contractor's notice and state the reasons, if any, why it objects to the proposed termination of its subcontract and why Subrecipient should not



approve the contractor's action. Subrecipient may, in instances of public necessity, approve a response period shorter than five (5) days.

- (3) If a DBE subcontractor is terminated or fails to complete its work for any reason, the contractor shall be required to make good faith efforts to replace the original DBE subcontractor with another DBE.
- e. DBE Certification and Decertification: If a DBE subcontractor is decertified during the life of the contract, the decertified subcontractor shall notify the Subrecipient in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the contract, the subcontractor shall notify the Subrecipient in writing with the date of certification. The contractor shall then provide to SACOG's Project Manager written documentation indicating the DBE's existing certification status.
- f. Noncompliance by Subrecipient. Subrecipient's failure to comply with any requirement of this Section is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as SACOG may deem appropriate.

Any contract entered into by Subrecipient as a result of this Agreement shall contain all of the provisions of this Section.

29. Non-Liability of SACOG: SACOG shall not be liable to Subrecipient or any third party for any claim for loss of profits or consequential damages. Further, SACOG shall not be liable to Subrecipient or any third party for any loss, cost, claim or damage, either direct or consequential, allegedly arising from a delay in performance or failure to perform under this Agreement.

30. Debarment Responsibilities: Subrecipient agrees that it will comply with the provisions of 24 CFR Part 24 relating to the employment, engagement of services, awarding of contracts or funding of any contractors or subcontractors during any period of debarment, suspension or placement in ineligibility status.

31. Costs and Attorneys' Fees: If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and reasonable attorneys' fees.

32. Governing Law and Choice of Forum: This Agreement will be administered and interpreted under California law as if written by both parties. Any litigation arising from this Agreement will be brought in the Superior Court of Sacramento County.

33. Integration: This Agreement represents the entire understanding of SACOG and Subrecipient as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with Section 12.

34. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other

than those to which it is invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the fullest extent permitted by law, unless the exclusion of such term or provision, or the application of such term or provision, would result in such a material change so as to cause completion of the obligations contemplated herein to be unreasonable.

35. Headings: The headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any interpretation upon any of the provisions of this Agreement.

36. Authority: Each person signing this Agreement on behalf of a party hereby certifies, represents, and warrants that he or she has the authority to bind that party to the terms and conditions of this Agreement.

37. Ownership; Permission: Subrecipient represents and warrants that all materials used in the performance of the Project work, including, without limitation, all computer software materials and all written materials are either produced and owned by Subrecipient or that all required permissions and license agreements have been obtained and paid for by Subrecipient. Subrecipient will defend, indemnify and hold harmless SACOG and its directors, officers, employees, and agents from any claim, loss, damage, cost, liability, or expense to the extent of any violation or falsity of the foregoing representation and warranty.

38. Counterparts: This Agreement may be executed in multiple counterparts, each of which will constitute an original, and all of which taken together will constitute one and the same instrument.

39. Amendments Required by Federal or State Agencies: If the FTA, FHWA, Caltrans, or any other Federal or State agency having jurisdiction, requires a change to the terms of this Agreement, the parties will amend this Agreement as necessary, or will terminate it immediately.

40. Ambiguities: The parties have each carefully reviewed this Subrecipient Agreement and have agreed to each term and condition herein. No ambiguity will be construed against either party.

41. Press Releases: Each party will obtain other party's prior written approval of any press releases, or other public outreach materials, that include any reference to such other party or such other party's logo.

42. FFATA Requirements: Subrecipient agrees that it will comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, "Reporting Subaward and Executive Compensation Information," 2 C.F.R. Part 170, [75 Fed. Reg. 55670 - 55671, September 14, 2010]. Subrecipient's compliance shall include the reporting, record retention, and access requirements set forth in Exhibit "E," attached hereto and incorporated herein.

43. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, including sections 174 and 176, subdivisions (c) and (d) (42 U.S.C. §§ 7504, 7506 (c) and (d)) and 40 CFR part 93 ("Clean Air requirements"). Subrecipient agrees to report each Clean Air requirement violation to SACOG and understands and agrees that SACOG will, in turn, report each Clean Air

requirement violation as required to assure notification to FTA and the appropriate EPA Regional Office. Subrecipient also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

44. Disputes: Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be submitted in writing to a committee consisting of SACOG's Contracts Administrator and Chief Operations Officer. This Committee may consider the written information or additional verbal information submitted by Subrecipient at the request of the Committee. A determination shall be made by the Committee within ten (10) business days. In the event that Subrecipient disputes the Committee's determination, Subrecipient may request review by SACOG's Chief Executive Officer of unresolved claims or disputes, other than audit, not later than thirty (30) days after completion of all work under the Agreement. The Subrecipient's request for review must be submitted in writing. Neither the pendency of a dispute, nor its consideration by the Committee, will excuse Subrecipient from full and timely performance in accordance with this Agreement.

45. Rebates, Kickbacks, or Other Unlawful Consideration: Subrecipient warrants that this Agreement was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any SACOG employee. For breach or violation of this warranty, SACOG shall have the right, in its discretion: to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

46. State Prevailing Wage Rates: If the Scope of Work is for a public works project pursuant to California Labor Code Section 1720, *et seq.*, including surveying work, then the following provisions apply:

- a. Subrecipient shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- b. Any subcontract entered into as a result of this Agreement, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- c. When prevailing wages apply to the services described in the Scope of Work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>."

***(Signature Page to Follow)***

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT AS OF THE DATE FIRST APPEARING ABOVE:

**SACRAMENTO AREA COUNCIL OF GOVERNMENTS**

{Insert Subrecipient}

\_\_\_\_\_  
JAMES CORLESS  
Chief Executive Office

\_\_\_\_\_  
{Insert name and title}

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
SLOAN SAKAI YEUNG & WONG, LLP  
Legal Counsel to SACOG

\_\_\_\_\_  
{Insert name and title}

ATTEST:

\_\_\_\_\_  
{Insert name and title}

**EXHIBIT "A"**

**(SAMPLE) Scope of Work**

*(Include description of each bullet point below)*

*(Include detailed description of terms of payment, e.g., specify fixed amount with no reimbursable costs, specify hourly rate with identified reimbursable costs up to a "not to exceed" figure)*

- **Introduction:**

*(Insert Project Description)*

- **Tasks:**

Task 1:

Deliverable:

Completion date:

Budget: \$

Task 2:

Deliverable:

Completion date:

Budget: \$

- **Budget:** The total amount to be paid to Contractor under this Agreement shall not exceed \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), unless expressly authorized in writing by the SACOG Chief Executive Officer.

- **Labor Budget**

Staff Name/Title	Tasks	Rate	Hours	Total

- **Option Years:** The amount to be paid to Contractor under this Agreement (including 2 Option Years if exercised) shall not exceed *(Insert Amount)* Dollars (*\$(Insert Amount)*), unless expressly authorized in writing by the Chief Executive Officer.

Contractor shall perform the specified work for the following "not to exceed" amounts for each fiscal year:

- **Option Years Budget Table**

Option Year: FY ending June 30, xx	Tasks:	Budget Amount: \$
Option Year: FY ending June 30, xx	Tasks:	Budget Amount: \$

**EXHIBIT B**

**DISADVANTAGED BUSINESS ENTERPRISE INFORMATION FORM**

Background

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR). It is the policy of the Sacramento Area Council of Governments (SACOG), the California Department of Transportation ("Caltrans"), and the U.S. Department of Transportation that DBE's have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal transportation funds. A certified DBE may participate in the performance of SACOG contracts as a contractor, subcontractor, joint venture partner, or as a vendor of material or supplies.

Requirements and Purpose of Form

The awardee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts. Even if no DBE participation will be reported, the awardee shall check the "No DBE Participation" option below (Option #1), and sign and return this form.

Resources

The California Unified Certification Program (CUCP) may be used for DBE certification and to identify firms eligible to participate as DBE's. The CUCP database may be accessed on-line at <http://www.californiaucp.com> If you believe a firm is certified but cannot locate it in the CUCP database, you may contact the CalTrans Office of Certification toll free number 1-866-810-6346 for assistance. If you do not have internet access, you may order a written directory of certified DBE firms from the CalTrans Division of Procurement and Contracts/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

**DBE/UDBE Participation Information**

*(Awardee must check at least one of the options below, provide required information regarding certified DBE's, and sign this Information Sheet on page 3)*

\_\_\_\_\_ **Option #1 - No Certified DBE participation proposed for this contract.**

\_\_\_\_\_ **Option #2 - It is proposed that the following DBE(s) be used on this contract:**

*(Please attach an additional sheet if necessary)*

\_\_\_\_\_  
Name of Certified DBE

\_\_\_\_\_  
DBE Certification No.

\_\_\_\_\_  
DBE Address

\_\_\_\_\_  
DBE Telephone No.

\_\_\_\_\_  
DBE E-Mail Address

Annual Gross Receipts (check one):  Less than \$500,000 \_\_\_\_\_  
 \$500,000-\$1 million \_\_\_\_\_ Age of Firm  
 \$1 million-\$2 million \_\_\_\_\_  
 \$2 million-\$5 million \_\_\_\_\_  
 Over \$5 million \_\_\_\_\_

Race/Ethnicity:  Asian Pacific  Caucasian  Other \_\_\_\_\_  
 Asian Subcontinent  Hispanic  
 Black  Native American

Capacity of DBE (e.g., contractor, subcontractor, vendor) \_\_\_\_\_ \$ Amount DBE Participation \_\_\_\_\_

\_\_\_\_\_  
Description of services or materials to be provided by DBE

\_\_\_\_\_  
Name of Certified DBE DBE Certification No. \_\_\_\_\_

\_\_\_\_\_  
DBE Address DBE Telephone No. \_\_\_\_\_

\_\_\_\_\_  
DBE E-Mail Address

Annual Gross Receipts (check one):  Less than \$500,000 \_\_\_\_\_  
 \$500,000-\$1 million \_\_\_\_\_ Age of Firm  
 \$1 million-\$2 million \_\_\_\_\_  
 \$2 million-\$5 million \_\_\_\_\_  
 Over \$5 million \_\_\_\_\_

Race/Ethnicity:  Asian Pacific  Caucasian  Other \_\_\_\_\_  
 Asian Subcontinent  Hispanic  
 Black  Native American

Capacity of DBE (e.g., contractor, subcontractor, vendor) \_\_\_\_\_ \$ Amount DBE Participation \_\_\_\_\_

---

Description of services or materials to be provided by DBE

**Submitted by:**

---

**Signature**

---

**Date**

---

**Print Name and Title**

---

**Name of Contractor, if different than signatory**



**EXHIBIT "C"**  
**GRANT APPLICATION OR FUNDING APPLICATION**

**EXHIBIT D**

**QUARTERLY PROGRESS REPORT**

**Division of Transportation Planning Grant Program**

**Quarterly Report Statement for**

**District/Quarter:** District 3 / Quarter (insert time period)  
**District Grant Manager:** Susan Wilson, (916) 274-0639  
 (name/phone) \_\_\_\_\_  
**Project Title:** \_\_\_\_\_  
**Grant Applicant:** \_\_\_\_\_  
**Grant Program & FY:** \_\_\_\_\_  
**Date funds were encumbered:** \_\_\_\_\_  
**Project End Date:** \_\_\_\_\_

	<b>Grant Funds (%)</b>	<b>Local Match (%)</b>	<b>Estimated % of Project Completed to Date</b>	<b>% of Total Amount Expended to Date</b>
<b>Total Authorized</b>	\$	\$	%	%
<b>Funds Expended to Date:</b>	\$0	\$0	0%	0%
<b>Balance Available:</b>	\$	\$		

1. Project status/general comments this quarter (progress, problems encountered, etc.)
  
2. Identify Community-Based Organizations involved in the project this quarter.
  
3. Discussion/evaluation of public participation efforts this quarter.
  
4. List of documents/materials forwarded to HQ this quarter (contacts, agreements, final reports, etc.)

<b>Quarterly Report Prepared By:</b>	<b>Date:</b>
--------------------------------------	--------------

**EXHIBIT E**

**Reporting, Record Retention, and Access Requirements  
(Federal Funding Accountability and Transparency Act – FFATA)**

1. Requirement for Data Universal Numbering System (DUNS) Number.

Subrecipient shall provide its Data Universal Number System (DUNS) number to SACOG. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently at 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
2. Reporting of First-Tier Subawards.
  - a. SACOG is required to report each action that obligates \$25,000 or more in Federal funds, not including Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5), to <http://www.fsrs.gov> no later than the end of the month following the month in which the obligation is made. SACOG is required to report, and Subrecipient shall provide to SACOG, the following information regarding the Subrecipient and the award:
    - i. Name of entity receiving award
    - ii. Amount of award
    - iii. Funding agency
    - iv. NAICS code for contracts / CFDA program number for grants
    - v. Program source
    - vi. Award title descriptive of the purpose of the funding action
    - vii. Location of the entity (including congressional district)
    - viii. Place of performance (including congressional district)
    - ix. Unique identifier of the entity and its parent; and
    - x. Total compensation and names of top five executives, if applicable.
  - b. Upon execution of this Subrecipient Agreement, Subrecipient shall promptly provide SACOG with all information necessary to facilitate SACOG's compliance with the FFATA reporting requirements.
3. Reporting Total Compensation of Subrecipient Executives.
  - a. Subrecipient shall report to SACOG the names and total compensation of each of Subrecipient's five most highly compensated executives for Subrecipient's preceding completed fiscal year, if in Subrecipient's preceding fiscal year, Subrecipient received:
    - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Federal Funding Accountability and Transparency Act (FFATA), as defined at 2 C.F.R. § 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the FFATA (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934, 15 U.S.C. § 78m(a), 78o(d), or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

- iv. Total compensation means the cash and noncash dollar value earned by the executive during the Subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):
  - I. Salary and bonus.
  - II. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - III. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - IV. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - V. Above-market earnings on deferred compensation which is not tax-qualified.
  - VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 4. Subrecipient shall for a minimum of three years after execution of this Agreement, maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the Project as the Federal Government may require.
- 5. Subrecipient shall permit, and require its subawardees to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, SACOG, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Subrecipient and its subawardees pertaining to the Project, as required by 49 U.S.C. § 5325(g).
- 6. Project Closeout. Subrecipient agrees that Project closeout does not alter the reporting and record retention requirements of this Agreement.

**(Use if Federally Funded)**  
**Federal Funding Accountability and Transparency Act (FFATA) Form**

Requirements and Purpose of Form

In accordance with the reporting requirements by the Federal Funding Accountability and Transparency Act (FFATA), including U.S. OMB guidance, it is the policy of the Sacramento Area Council of Governments (SACOG) that Subrecipients shall provide the following information, which information will be reported by SACOG for FFATA compliance purposes:

1. Name of Entity Receiving Award: \_\_\_\_\_
2. Amount of Award: \_\_\_\_\_
3. Funding Agency: \_\_\_\_\_
4. Data Universal Numbering System (DUNS) Number: \_\_\_\_\_
5. NAICS Code: \_\_\_\_\_
6. CFDA Program Number: \_\_\_\_\_
7. Program source: \_\_\_\_\_
8. Award title descriptive of the purpose of funding action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Location of Entity (including congressional district): \_\_\_\_\_
10. Place of Performance (including congressional district): \_\_\_\_\_
11. Unique Identifier of the Entity and its Parent: \_\_\_\_\_
12. Total compensation and names of top five executives, if applicable: \$ \_\_\_\_\_
  - a. Executive name: \_\_\_\_\_
  - b. Executive name: \_\_\_\_\_
  - c. Executive name: \_\_\_\_\_
  - d. Executive name: \_\_\_\_\_
  - e. Executive name: \_\_\_\_\_

Subrecipient hereby represents that all of the foregoing information is true and correct.

**Submitted by:** \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name and Title**

\_\_\_\_\_  
**Name of Contractor, if different than signatory**

\_\_\_\_\_  
**Date**

## EXHIBIT F

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY'S breach of this Agreement.

## EXHIBIT G

### NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirement; of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Race-Neutral Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.



## APPENDIX 1 TO EXHIBIT G

During the performance of this Agreement ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) **Compliance with Regulations:** ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) **Nondiscrimination:** ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports:** ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX 2 TO EXHIBIT G

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2003d to 2003d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said ands described in Exhibit "A" attached hereto and made a part hereof.

### (HAEENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns

(1) that no person shall on the grounds of race, color sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (:) (and) \*

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (:) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

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\* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

### APPENDIX 3 TO EXHIBIT G

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

## APPENDIX 4 TO EXHIBIT G

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc..) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

## EXHIBIT H - SACOG REQUIRED SUPPORTING DOCUMENTATION FOR INVOICES

Type of Expense	Required Supporting Documentation for <b>Sub-Recipient</b> Invoices	Required Supporting Documentation for <b>Contractor/ Sub-Contractor</b> Invoices
Labor Costs	<input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate	<input type="checkbox"/> Approved timesheets and/or itemized financial/payroll system report providing: + names + dates + hours worked toward specific tasks/ deliverables + hourly rate
Travel Costs	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:	<input type="checkbox"/> Travel request approval/details and appropriate documentation for type of travel expense below:
Mileage	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel.  <input type="checkbox"/> Map preferred.	<input type="checkbox"/> Date, miles driven, addresses traveled from and to, purpose of travel.  <input type="checkbox"/> Map preferred.
Meals, Incidentals, Transportation & Lodging	<input type="checkbox"/> <a href="#">Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates.</a>  <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.	<input type="checkbox"/> <a href="#">Itemized receipts for all meals/incidentals. Will only reimburse up to state per diem rates.</a>  <input type="checkbox"/> If any charges are for more than one person, names of all parties and purpose of charge must be provided.
Indirect/Overhead Charge	<input type="checkbox"/> Approval of indirect rate from cognizant agency	<input type="checkbox"/> Approval of indirect/overhead rate from cognizant agency  or  <input type="checkbox"/> <a href="#">Form 10-K (Consultant certification of Contract Costs and Financial Management System.)</a>
Meetings Related Expenses	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.	<input type="checkbox"/> Purpose of meeting, agenda, list of attendees. Typically not eligible for grant reimbursement.
Other Expenses	<input type="checkbox"/> Detailed receipts	<input type="checkbox"/> Detailed receipts
In-Kind/Match	<input type="checkbox"/> Documentation supporting in-kind or other match.  <input type="checkbox"/> If staff time is used for match, follow "labor costs" documentation requirements.  <input type="checkbox"/> If other costs are used, follow the rules for other types of expenses and provide details on procurement process used. In order to be allowable for match, any costs incurred must have been procured following same rules SACOG is subject to based on type of grant funding.  <input type="checkbox"/> If providing actual funds, identify what type of funds are being provided (local, state, federal, federal aid) and/or source of funds (granting agency.)	N/A
Procurement Documentation	<input type="checkbox"/> Copy of procurement documentation showing compliance with procurement regulations for type of funding passed through.	N/A
Proof of Payment	<input type="checkbox"/> Copy of cancelled check showing proof of cleared payment	N/A





# County of Sacramento PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the County of Sacramento)

<b>PAYEE DATA RECORD</b>	<b>INSTRUCTIONS:</b> Complete all information requested on this form. Sign, date, and return to the Department requesting this information. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by the Department of Finance to prepare Information Returns (Form 1099), determine California non-resident withholding and fulfill reporting obligations under the California Independent Contractor Reporting Law. Payment will be subject to a combined federal and state income tax backup withholding of 35%, without a valid FEIN/SSN. See next page for more information and Privacy Statement.							
<b>TYPE</b>	<b>Check the boxes that apply to Sacramento County's payments to you</b> <input type="checkbox"/> Goods <input type="checkbox"/> Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Legal Services <input type="checkbox"/> Rents/Lease <input type="checkbox"/> Other _____							
<b>PAYEE INFORMATION</b>	NAME (as shown on your income tax return) TRADE NAME OR DBA (if different from line 1) MAILING ADDRESS (Number and Street or P.O. Box Number) (City, State and Zip Code) PAYMENT REMITTANCE ADDRESS (Number and Street or P.O. Box Number, City, State and Zip Code) ePAYABLE CONTACT INFORMATION (Name, Phone Number and Email Address)							
<b>FEDERAL TAX CLASSIFICATIONS &amp; EXEMPTIONS</b>	Check appropriate federal tax classification <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR (SSN) <input type="checkbox"/> PARTNERSHIP (FEIN) <input type="checkbox"/> ESTATE OR TRUST (FEIN) <small>SSN is mandatory of all Individuals/Sole Proprietors by authority of CA, Revenue and Taxation Code Section 18645 and CA Independent Contractor Reporting Section 1088.8</small> CORPORATION (FEIN): (MARK ONLY ONE TYPE): <input type="checkbox"/> C CORPORATION (FEIN) <input type="checkbox"/> S CORPORATION (FEIN) LIMITED LIABILITY COMPANIES (LLC): <input type="checkbox"/> LIMITED LIABILITY COMPANY. ENTER THE TAX CLASSIFICATION (C=Corporation S=S Corporation P=Partnership) _____ <input type="checkbox"/> GOVERNMENT ENTITIES - Federal, State, and Local (Including School Districts) <input type="checkbox"/> EXEMPT (nonprofit) payee code if any _____ Exemption from FATCA reporting (see instructions on next page)							
<b>TAX ID NUMBER</b>	Enter your TIN in the appropriate box. If you are an individual or sole proprietor you must enter your SSN. Single member LLCs (disregarded entities must enter the TIN of the owner identified on the Name line). SOCIAL SECURITY NUMBER: _____ EMPLOYER IDENTIFICATION NUMBER: _____							
<b>RESIDENCY STATUS</b>	<input type="checkbox"/> California Resident - Qualified with Secretary of State to do business in California or maintains a permanent place of business in California. (See Nonresident Withholding on next page) <input type="checkbox"/> California Nonresident - Subject to State income tax withholding. (see Nonresident Withholding on next page) <input type="checkbox"/> California Nonresident Exemption - To qualify for exemption, check one of the following: <input type="checkbox"/> No services provided in California. <input type="checkbox"/> A completed Franchise Tax Board Form 590. - (must be attached) <input type="checkbox"/> A waiver of State withholding from Franchise Tax Board. - (must be attached) CALIFORNIA SALES TAX PERMIT NUMBER: _____ <small>(required only for California nonresident vendors that charge California sales tax)</small>							
<b>CERTIFYING SIGNATURE</b>	Under penalty of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number, and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest of dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a United States person (including a United States resident alien), and 4. The FATCA codes(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. 5. If facts change upon which this form are based, I will promptly notify the County of Sacramento. <table style="width: 100%; border: none;"> <tr> <td style="width: 60%; border: none;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME &amp; TITLE (Type or Print)</td> <td style="width: 40%; border: none;">E-MAIL ADDRESS</td> </tr> <tr> <td style="border: none;">SIGNATURE OF U.S. PERSON</td> <td style="border: none;">DATE</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none;">TELEPHONE NUMBER</td> </tr> </table>		AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE (Type or Print)	E-MAIL ADDRESS	SIGNATURE OF U.S. PERSON	DATE		TELEPHONE NUMBER
AUTHORIZED PAYEE REPRESENTATIVE'S NAME & TITLE (Type or Print)	E-MAIL ADDRESS							
SIGNATURE OF U.S. PERSON	DATE							
	TELEPHONE NUMBER							

(REV. Apr. 2017)

700 H Street, Room 3650 • Sacramento, CA 95814 • Phone (916) 874-7411 • Fax (916) 874-6182 • email: W9@saccounty.net

## County of Sacramento

County of Sacramento  
Payee Data Record  
(REV Apr 2017)

### PURPOSE OF FORM

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you for real estate transaction.

### ARE YOU A RESIDENT OR A NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the County of Sacramento must indicate their residency status along with their taxpayer identification number.

A nonresident payee can use Franchise Tax Board Form 587 to allocate California source payments and determine if withholding is required. This form must be certified and is valid for the duration of the contract provided there is no material change in the facts. By signing Form 587, the payee agrees to promptly notify the withholding agent of any changes in facts.

If appropriate, attach a completed Franchise Tax Board Form 587 to this form.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For individual/sole proprietorship, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate, if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call.....1-800-852-6711  
From outside the United States, call.....1-916-845-8500  
For hearing impaired with TDD, call.....1-800-822-6268

### EXEMPTIONS

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemption box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code on page 3 of IRS Form W-9 (Rev. 8-2013) for the codes.

### ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates, and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FRB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

State of California  
Franchise Tax Board  
Nonresident Withholding Section  
Attention: State Agency Withholding Coordinator  
P.O. Box 851 Sacramento, CA 95812-0851  
Telephone: (916) 845-4900  
FAX: (916) 845-4831

WEB SITE: [www.ftb.ca.gov](http://www.ftb.ca.gov)

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax board, attach a copy to this form.

### ePAYABLE CONTRACT INFORMATION

The County offers electronic payments through ePayables. The benefits to your company include: saving time and money-reduces labor, hassle, expenses and risk associated with checks; enhancing cash flow-expedites the receipt of payments by eliminating mail and paper check float; requires no change to invoice procedures; and electronic payments are more secure and conserves the environment by eliminating printing and mailing paper checks. When you enroll in this payment option, we need a contact name, phone number and email address. It is best to provide a group email address, in case there is a change in your staff. This payment process allows electronic remittance advice to be sent to your group email address detailing invoices that are approved for payment along with dollar amount. If you are interested in participating in this program, please email to [ePayables@saccounty.net](mailto:ePayables@saccounty.net) and include: company name, contact person, email address and phone number.

### PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The County of Sacramento requires that all parties entering into business transactions that may lead to payment(s) from the County must provide their valid Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18846 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for an individual and a sole proprietorship is the Social Security Number (SSN). The Internal Revenue Service (IRS) considers a TIN as incorrect if either the name or the number shown on an account does not match a name and number combination in their files or the files of the Social Security Administration (SSA). Section 3406 of the Internal Revenue Code requires that we withhold 28% in tax, called backup withholding, if the correct Payee name/TIN combination is not provided.

It is mandatory to furnish the information required. Federal law requires that payments for which the requested information is not provided be subject to a 28% withholding and state law imposes noncompliance penalties of up to \$20,000.

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County of Sacramento

**Vendor ACH/Direct Deposit Authorization Form**

Please Check One:  NEW Direct Deposit  CHANGE Direct Deposit  CANCEL Direct Deposit

**Vendor Information**

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_ \_\_\_\_\_  
*City* *State* *ZIP Code*

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Remittance E-Mail Address: \_\_\_\_\_

**Banking Information**

Vendor's Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_  
*Street Address* *Suite #*

\_\_\_\_\_ \_\_\_\_\_  
*City* *State* *ZIP Code*

Bank Contact Name: \_\_\_\_\_

Primary Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

ABA Routing No: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Type:  Checking  Savings

**(Please check only one)**

**Vendor's Authorization**

I certify that the information provided on this form is correct, and I hereby authorize County of Sacramento to electronically deposit payments to the bank account designated above and if necessary, to adjust or reverse a deposit for any entry made to this account in error. It is my responsibility to immediately notify County of Sacramento if I believe there is a discrepancy between the amount deposited to the bank account above and the amount of the invoice(s) paid. I understand that I must notify County of Sacramento in writing immediately of any changes in status or banking information. I understand that this authorization will remain in full force and effect until County of Sacramento has received written notification requesting a change or cancellation and has had reasonable opportunity to act on it, which should take no longer than seven (7) to ten (10) business days. County of Sacramento will assume zero overdraft liabilities for this activity.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Date: \_\_\_\_\_

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## AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

The County of Sacramento is now offering ACH (Automated Clearing House) payments for all our suppliers, service providers, and business partners.

Please complete each section of the following form including a copy of a voided check or bank authorization letter. The remittance advice will include statement-type information such as invoice numbers, account number, date and dollar amount for invoices.

The benefits to your company include:

- Saving time and money by reducing labor, expenses and risks associated with checks.
- Enhancing cash flow by expediting the receipt of cash and eliminating mail and paper check float.
- Conserving the environment by eliminating the printing and mailing of paper checks and utilizing secure electronic payments.

You may contact our Payment Services Unit at [ach@saccounty.net](mailto:ach@saccounty.net) to return the forms electronically or if you have any questions pertaining to this payment option. A thorough verification process will be completed prior to approval of ACH payments and all updates or changes require management authorization. All ACH payments will comply with the security standards of the NACHA Operating Rules. The confidentiality of banking information is secured and stored on our secured network systems.

The County of Sacramento appreciates your products, services, and business relationship. We look forward to providing your company with this new and more efficient payment option.